

KLESTADT WINTERS JURELLER
SOUTHARD & STEVENS, LLP
200 West 41st Street, 17th Floor
New York, NY 10036
Tel: (212) 972-3000
Tracy L. Klestadt

Attorneys for Shidler/West Finance Partners V L.P.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	:
	:
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:
	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

**LIMITED OBJECTION OF SHIDLER/WEST FINANCE PARTNERS V L.P. TO
DEBTORS' NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES
IN CONNECTION WITH GLOBAL SALE TRANSACTION**

Shidler/West Finance Partners V L.P. ("Shidler") hereby files this limited objection (the "Objection") to the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in connection with Global Sale Transaction* (the "Assumption Notice") [Docket No. 1731], filed by the above-captioned Debtors (collectively, the "Debtors").¹

In support thereof, Shidler respectfully states as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SRC Sparrow 1 LLC (None); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation

LIMITED OBJECTION

1. On November 19, 2018, the Court entered the *Order Approving Global Bidding Procedures and Granting Related Relief* [Docket No. 816], which contemplates a process for the assumption of executory contracts and unexpired leases.

2. On January 18, 2019, the Debtors filed a *Notice of Successful Bidder and Sale Hearing* [Docket No. 1730], stating that Transform Holdco, LLC, established by ESL Investments, LLC (the “Purchaser”), was the successful bidder for the Global Assets (as defined therein).

3. On January 18, 2019, the Debtors filed the Assumption Notice, which lists a number of purported executory contracts and leases that the Debtors claim are subject to possible assumption and assignment to the Purchaser in connection with the sale.

4. Shidler, as successor in interest to Malan Construction Company, is party to a Lease, dated March 27, 1972, with debtor Kmart Corporation, as amended from time to time (the “Lease”) for property located at 245 East Maryland Avenue, St. Paul, Minnesota (the “Property”).

5. The Assumption Notice misidentifies Shidler at line 172 as Shindler/West Finance Partners V LP. As a result, Shidler’s search of the Assumption Notice did not reveal that the Debtors intended to assume and assign the Lease.

6. However, given that the Global Sale Transaction remains subject to approval, the short delay in filing this limited objection is not prejudicial to the Debtors.

7. The Assumption Notice states that the Cure Amount is \$3,575.

(4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); SRC Sparrow 2 LLC (None); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); SRC O.P. LLC (None); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); SRC Facilities LLC (None); and SRC Real Estate (TX), LLC (None). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

8. Shidler asserts that the Cure Amount should be not less than \$13,513.14. This amount is comprised of (a) a penalty for late payment of property taxes, which is the responsibility of Kmart Corporation under the Lease, in the amount of \$3,594.24 (the “Tax Invoice”) and (b) a mechanic’s lien filed against the Property by a contractor hired by the Debtors, the discharge of which is the responsibility of the Kmart Corporation under the Lease, in the amount of \$9,918.90 (the “Mechanic’s Lien”). A copy of the Tax Invoice is annexed hereto as **Exhibit A**, and a copy of the Mechanic’s Lien is annexed hereto as **Exhibit B**.

9. If the Debtors intend by the Assumption Notice to argue that less than \$13,513.14 is due under the Agreement to Shidler, then Shidler hereby objects.

10. For the avoidance of doubt, the foregoing amount may be subject to further adjustment and reconciliation. Moreover, other non-monetary defaults may exist under the Lease and all rights are reserved in this regard. Shidler therefore reserves the right to amend this Objection.

[remainder of page intentionally blank]

WHEREFORE, Shidler objects to any attempt by the Debtors to assume and assign the Lease without paying the amount of \$13,513.14, together with such other and further relief as the Court deems just and proper.

Dated: New York, New York
January 29, 2019

KLESTADT WINTERS JURELLER
SOUTHARD & STEVENS, LLP

By: /s/ Tracy L. Klestadt
Tracy L. Klestadt
200 West 41st Street 17th Floor
New York, New York 10036
Tel: (212) 972-3000
Fax: (212) 972-2245
Email: tklestadt@klestadt.com

*Attorneys for Shidler/West Finance
Partners V L.P.*

Exhibit A



90 Plato Blvd. West
Saint Paul, MN 55107
651-266-2000
ramseycounty.us

November 15, 2018

NOTICE OF PAST DUE PROPERTY TAXES

SHIDLER/WEST FINANCE PARTNERS V LP
C/O HENRY J COHEN
1 LINCOLN PLAZA STE 37 KL
NEW YORK NY 10023-7140

Ramsey County records indicate that 2018 taxes are past due for the property described below and past due penalties have been assessed. If you feel that you have received this letter in error and have already made payment, please confirm with your financial institution to verify the payment has cleared.

If you have any questions about the information contained in this notice or need help determining the total amount due, please contact us at 651-266-2000 or email us at askpropertytaxandrecords@ramseycounty.us.

Parcel Identification Number: 19.29.22.44.0021

Property Address: 235 MARYLAND AVE E : 245 MARYLAND AVE E, ST PAUL

Tax Description: REGISTERED LAND SURVEY 353 SUBJ TO ESMTS; PART LYING WLY OF
NLY EXT OF AL BEING 10.6 FT E OF & PAR WITH THE EL OF TRACT C OF T

Amount due by November 30, 2018: \$3,594.24

If payment is postmarked after November 30, 2018, additional late payment penalties will be assessed and the amount due listed above will no longer be accurate. If paying after November 30, 2018, please call 651-266-2000 to receive updated information regarding total amount due for property taxes.

Pay online: ramseycounty.us/paypropertytax	Pay in person or by dropbox*: 90 Plato Blvd West Saint Paul, MN 55107
Pay by dropbox*: Saint Paul Regional Water Services 1900 Rice Street Saint Paul, MN 55113	Pay by mail: Ramsey County PO Box 64097 Saint Paul, MN 55164

*Cash is not accepted at dropbox locations.

(If paying by mail or dropbox, please cut off this portion of the letter and include with payment)



Past Due Payment

PO Box 64097, Saint Paul, MN 55164-0097 • 651-266-2000

Pay online: ramseycounty.us/paypropertytax

Make payment to: Ramsey County

TAXPAYER NAME(S)

SHIDLER/WEST FINANCE PARTNERS V LP
C/O HENRY J COHEN
1 LINCOLN PLAZA STE 37 KL
NEW YORK NY 10023-7140

Due Date: November 30, 2018

Amount Due: \$3,594.24

PIN / PROPERTY ADDRESS

19.29.22.44.0021
235 MARYLAND AVE E

03 007 19292244002100 0000359424 8

Exhibit B

Mail Center
PO Box 9023
Temecula, CA 92589-9023



9314 8100 1170 0977 3105 87

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

RETURN RECEIPT (ELECTRONIC)

20181102-214



Shidler/West Finance Partners V Lp C/O Henry J
Cohen
20 W 64th St, Ste 37kl
New York, NY 10023-7140



Drafted by
Northland Mechanical Contractors, Inc.

SPACE ABOVE FOR RECORDER'S USE

Please Return To:
Northland Mechanical Contractors, Inc.
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105
Reference ID: 1880979

MECHANIC'S LIEN STATEMENT

Claimant

Northland Mechanical Contractors, Inc.
9001 Science Center Dr
Minneapolis, Minnesota 55428
(763) 252-5219

Property Owner (**Owner**)

SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Hiring Party: Name and Address of person or
entity to whom Claimant furnished labor, services,
equipment and/or materials:

SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Shidler/West Finance Partners V Lp C/O Henry J
Cohen

20 W 64th St, Ste 37kl
New York, NY 10023-7140

Shidler/West Finance Partners V Lp/
20 W 64th St #37kl
New York, NY 10023

Shindler/West Finance Partners V Limited
Partnership, a Delaware limited partnership, City
of San Francisco, State of California
20 W 64th St Ste 37kl
New York, New York 10023

Shindler/West Finance Partners V Limited
Partnership
20 W 64th St Ste 37kl
New York, New York 10023

Amount Due: Amount due after deducting all
just credits and offsets:

\$9,918.90

First Date Labor/Materials Furnished:

November 30, 2017

Last Date Labor/Materials Furnished:

September 12, 2018



Property Liened (**Property**)

State of Minnesota
County: Ramsey County

235 Maryland Ave E
Saint Paul, Minnesota 55117

Legal Property Description:
Please see attached.

Services: The lien is claimed for the following labor, services, equipment or materials:

Labor and materials associated with mechanical installation.

THE UNDERSIGNED HEREBY GIVES NOTICE TO THE PUBLIC AND STATES AS FOLLOWS:

I. I am acting at the instance of the **LIEN CLAIMANT**;

II. The **LIEN CLAIMANT** hereby gives notice of intention to claim and hold a lien upon the land above-identified as the **PROPERTY**;

III. The amount of the lien claimed is above-identified as the **AMOUNT OF CLAIM**, and is due and owing to the **LIEN CLAIMANT** for labor performed, or skill, material or machinery furnished to the land;

IV. The **LIEN CLAIMANT** did or supplied the labor, skill, materials and/or machinery above-identified as the **SERVICES**;

V. The **LIEN CLAIMANT** first furnished these **SERVICES** on the above-provided **FIRST DATE**, and last furnished said **SERVICES** on the above-provided **LAST DATE**;

VI. The **SERVICES** were furnished as per a contract between the **LIEN CLAIMANT** and the above-identified **HIRING PARTY**;

IMPORTANT INFORMATION AND SIGNATURE ON FOLLOWING PAGE

VII. The name of the present owner of the **PROPERTY** according to the **LIEN CLAIMANT'S** best information and belief is above-identified as the **PROPERTY OWNER**;

VIII. The **LIEN CLAIMANT** acknowledges that a copy of this statement must be personally served or be served by certified mail on the owner or the authorized agent of the owner, and on the person who entered into the contract with the **LIEN CLAIMANT** within 120 days of last furnishing its **SERVICES**;

IX. Notice as required by Minnesota Statute Section 514.011(2), if any, was given.

Justin Gitel

Northland Mechanical Contractors, Inc., signed by agent Justin Gitelman
Date: November 01, 2018

State of Louisiana

County/Parish of Orleans

Notary: Sworn to and subscribed before me,
Notary Public, on the below inscribed date.

Signed:

Justin Gitelman, being duly sworn, on oath says that he/she is authorized to sign this statement as the authorized and disclosed agent of the LIEN CLAIMANT identified within this statement, and that as said agent, he/she has been provided information regarding the facts in this statement and therefore have knowledge of the facts stated in this statement. This statement is made at the instance of said LIEN CLAIMANT and is true to my own knowledge, information and belief.

[Signature]

Notary
Date: November 01, 2018

Name of Claimant:
Northland Mechanical Contractors, Inc.

Signed:

Justin Gitel

Claimant, by Authorized Agent
Print Name: Justin Gitelman
Date: November 01, 2018



Legal Description:

Certificate of Title

Certificate Number: **385390**

Document Number: **1150599**

Transfer From Certificate Number: **350510**

Originally registered the 1st day of September, 1971.

Book: **537** Page: **265**

Dist. Court No.: **11662**

State of Minnesota
County of Ramsey

} s.s.

REGISTRATION

This is to certify that

Shidler/West Finance Partners V Limited Partnership, a Delaware limited partnership, City of San Francisco, State of California is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota, to wit:

That part of Tract A, Registered Land Survey No. 353, lying westerly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract B, Registered Land Survey No. 353, lying westerly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract D, Registered Land Survey No. 353, lying northwesterly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract E, Registered Land Survey No. 353, lying northwesterly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
All of Tracts F and G, Registered Land Survey No. 353, lying northerly, northwesterly, and westerly of the following described line:
Commencing at the southwest corner of said Tract H; thence easterly along the south line of said Tract H a distance of 204.74 feet to the point of beginning; thence northerly deflecting to the left 90 degrees 45 minutes 15 seconds a distance of 45.00 feet; thence easterly parallel with said south line of Tract H to a line 30.00 feet northwesterly of and parallel with the tangent part of the southeasterly line of said Tract H; thence northeasterly along said parallel line to the southerly line of Tract C, Registered Land Survey No. 353; thence easterly along the southerly line of said Tract C to the southeast corner thereof; thence northerly along the easterly line of said Tract C to the northeast corner of said Tract C, the point of termination.

Subject to an easement for sewer purposes in favor of the City of Saint Paul as set forth in the instrument recorded in Book 34 of Plans, page 37, over a strip of land 24 feet in width across said Lots 24, 25 and 26 and said part of Maryland Street, vacated, the center line of which easement is described as beginning at a point on the North line of said lot 9, Block 2, Westminster Addition, distant 20 West from the Northeast corner of said Lot 9; thence North, parallel to the East line of said Lot 9 and its extension, to the North line of Maryland Avenue as shown on said Westminster Addition; thence continuing North on said last described parallel line a distance of 16.16 feet; thence on a tangential curve to the left having a radius of 60 feet and a delta angle of 55 degrees, 54 minutes; thence Northwesterly on a tangent to said curve a distance of 739.75 feet; thence on a tangential curve to the left having a radius of 60 feet and a delta angle of 29 degrees, 10 minutes and there terminating. The location of which easement has been stipulated to in Torrens Case 11662. (Covers part of Tracts A, D, E, F, G and H.)

Subject to all the terms and conditions of Section 228 of Saint Paul Legislative Code as to Maryland Street as set forth in the instrument on Book 68 of Plans, page 11. (Covers part of Tracts D, E and F.)

Subject to the terms and conditions of Section 228 of the Saint Paul Legislative Code, and certain other terms and conditions as set forth in the instrument recorded in Book 93 of Plans, Page 18, as to Hyacinth Avenue. (Covers Tracts A, D and E of above property.)

Mail Center
PO Box 9023
Temecula, CA 92589-9023



PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

RETURN RECEIPT (ELECTRONIC)

20181102-214



Shidler/West Finance Partners V Lp/
20 W 64th St #37kl
New York, NY 10023



Drafted by
Northland Mechanical Contractors, Inc.

SPACE ABOVE FOR RECORDER'S USE

Please Return To:
Northland Mechanical Contractors, Inc.
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105
Reference ID: 1880979

MECHANIC'S LIEN STATEMENT

Claimant

Northland Mechanical Contractors, Inc.
9001 Science Center Dr
Minneapolis, Minnesota 55428
(763) 252-5219

Property Owner (**Owner**)
SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Hiring Party: Name and Address of person or
entity to whom Claimant furnished labor, services,
equipment and/or materials:

SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Shidler/West Finance Partners V Lp C/O Henry J
Cohen
20 W 64th St, Ste 37kl
New York, NY 10023-7140

Shidler/West Finance Partners V Lp/
20 W 64th St #37kl
New York, NY 10023

Shindler/West Finance Partners V Limited
Partnership, a Delaware limited partnership, City
of San Francisco, State of California
20 W 64th St Ste 37kl
New York, New York 10023

Shindler/West Finance Partners V Limited
Partnership
20 W 64th St Ste 37kl
New York, New York 10023

Amount Due: Amount due after deducting all
just credits and offsets:

\$9,918.90

First Date Labor/Materials Furnished:
November 30, 2017

Last Date Labor/Materials Furnished:
September 12, 2018

Property Liened (**Property**)

State of Minnesota
County: Ramsey County

235 Maryland Ave E
Saint Paul, Minnesota 55117

Legal Property Description:
Please see attached.

Services: The lien is claimed for the following labor, services, equipment or materials:

Labor and materials associated with mechanical installation.

THE UNDERSIGNED HEREBY GIVES NOTICE TO THE PUBLIC AND STATES AS FOLLOWS:

I. I am acting at the instance of the **LIEN CLAIMANT**;

II. The **LIEN CLAIMANT** hereby gives notice of intention to claim and hold a lien upon the land above-identified as the **PROPERTY**;

III. The amount of the lien claimed is above-identified as the **AMOUNT OF CLAIM**, and is due and owing to the **LIEN CLAIMANT** for labor performed, or skill, material or machinery furnished to the land;

IV. The **LIEN CLAIMANT** did or supplied the labor, skill, materials and/or machinery above-identified as the **SERVICES**;

V. The **LIEN CLAIMANT** first furnished these **SERVICES** on the above-provided **FIRST DATE**, and last furnished said **SERVICES** on the above-provided **LAST DATE**;

VI. The **SERVICES** were furnished as per a contract between the **LIEN CLAIMANT** and the above-identified **HIRING PARTY**;

IMPORTANT INFORMATION AND SIGNATURE ON FOLLOWING PAGE

VII. The name of the present owner of the **PROPERTY** according to the **LIEN CLAIMANT'S** best information and belief is above-identified as the **PROPERTY OWNER**;

VIII. The **LIEN CLAIMANT** acknowledges that a copy of this statement must be personally served or be served by certified mail on the owner or the authorized agent of the owner, and on the person who entered into the contract with the **LIEN CLAIMANT** within 120 days of last furnishing its **SERVICES**;

IX. Notice as required by Minnesota Statute Section 514.011(2), if any, was given.

Justin Gitelman

Northland Mechanical Contractors, Inc., signed by agent Justin Gitelman
Date: November 01, 2018

State of Louisiana

County/Parish of Orleans

Notary: Sworn to and subscribed before me,
Notary Public, on the below inscribed date.

Signed:

Justin Gitelman, being duly sworn, on oath says that he/she is authorized to sign this statement as the authorized and disclosed agent of the LIEN CLAIMANT identified within this statement, and that as said agent, he/she has been provided information regarding the facts in this statement and therefore have knowledge of the facts stated in this statement. This statement is made at the instance of said LIEN CLAIMANT and is true to my own knowledge, information and belief.

Nathan L. Budde

Notary

Date: November 01, 2018

Name of Claimant:
Northland Mechanical Contractors, Inc.

Signed:

Justin Gitelman

Claimant, by Authorized Agent
Print Name: Justin Gitelman
Date: November 01, 2018



Legal Description:

Certificate of Title

Certificate Number: **385390**

Document Number: **1150599**

Transfer From Certificate Number: **350510**

Originally registered the 1st day of September, 1971.

Book: **537** Page: **255**

Dist. Court No.: **11662**

State of Minnesota
County of Ramsey

} s.s.

REGISTRATION

This is to certify that

Shidler/West Finance Partners V Limited Partnership, a Delaware limited partnership, City of San Francisco, State of California is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota, to wit:

That part of Tract A, Registered Land Survey No. 353, lying westerly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract B, Registered Land Survey No. 353, lying westerly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract D, Registered Land Survey No. 353, lying northwesterly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract E, Registered Land Survey No. 353, lying northwesterly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
All of Tracts F and G, Registered Land Survey No. 353
That part of Tract H, Registered Land Survey No. 353, lying northerly, northwesterly, and westerly of the following described line:
Commencing at the southwest corner of said Tract H; thence easterly along the south line of said Tract H a distance of 204.74 feet to the point of beginning; thence northerly deflecting to the left 90 degrees 45 minutes 15 seconds a distance of 45.00 feet; thence easterly parallel with said south line of Tract H to a line 30.00 feet northwesterly of and parallel with the tangent part of the southeasterly line of said Tract H; thence northeasterly along said parallel line to the southerly line of Tract C, Registered Land Survey No. 353; thence easterly along the southerly line of said Tract C to the southeast corner thereof; thence northerly along the easterly line of said Tract C to the northeast corner of said Tract C, the point of termination.

Subject to an easement for sewer purposes in favor of the City of Saint Paul as set forth in the instrument recorded in Book 34 of Plans, page 37, over a strip of land 24 feet in width across said Lots 24, 25 and 26 and said part of Maryland Street, vacated, the center line of which easement is described as beginning at a point on the North line of said lot 9, Block 2, Westminster Addition, distant 20 West from the Northeast corner of said Lot 9; thence North, parallel to the East line of said Lot 9 and its extension, to the North line of Maryland Avenue as shown on said Westminster Addition; thence continuing North on said last described parallel line a distance of 16.16 feet; thence on a tangential curve to the left having a radius of 60 feet and a delta angle of 55 degrees, 54 minutes; thence Northwesterly on a tangent to said curve a distance of 739.75 feet; thence on a tangential curve to the left having a radius of 60 feet and a delta angle of 29 degrees, 10 minutes and there terminating. The location of which easement has been stipulated to in Torrens Case 11662. (Covers part of Tracts A, D, E, F, G and H.)

Subject to all the terms and conditions of Section 228 of Saint Paul Legislative Code as to Maryland Street as set forth in the instrument on Book 68 of Plans, page 11. (Covers part of Tracts D, E and F.)
Subject to the terms and conditions of Section 228 of the Saint Paul Legislative Code, and certain other terms and conditions as set forth in the instrument recorded in Book 93 of Plans, Page 18, as to Hyacinth Avenue. (Covers Tracts A, D and E of above property.)

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

20181102-214

Shindler/West Finance Partners V Limited
Partnership, a Delaware limited partnership, City of
San Francisco, State of California
20 W 64th St Ste 37kl
New York, NY 10023



Drafted by
Northland Mechanical Contractors, Inc.

SPACE ABOVE FOR RECORDER'S USE

Please Return To:
Northland Mechanical Contractors, Inc.
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105
Reference ID: 1880979

MECHANIC'S LIEN STATEMENT

Claimant

Northland Mechanical Contractors, Inc.
9001 Science Center Dr
Minneapolis, Minnesota 55428
(763) 252-5219

Property Owner (**Owner**)
SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Hiring Party: Name and Address of person or
entity to whom Claimant furnished labor, services,
equipment and/or materials:

SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Shidler/West Finance Partners V Lp C/O Henry J
Cohen
20 W 64th St, Ste 37kl
New York, NY 10023-7140

Shidler/West Finance Partners V Lp/
20 W 64th St #37kl
New York, NY 10023

Shindler/West Finance Partners V Limited
Partnership, a Delaware limited partnership, City
of San Francisco, State of California
20 W 64th St Ste 37kl
New York, New York 10023

Shindler/West Finance Partners V Limited
Partnership
20 W 64th St Ste 37kl
New York, New York 10023

Amount Due: Amount due after deducting all
just credits and offsets:

\$9,918.90

First Date Labor/Materials Furnished:
November 30, 2017

Last Date Labor/Materials Furnished:
September 12, 2018

Property Liened (**Property**)

State of Minnesota
County: Ramsey County

235 Maryland Ave E
Saint Paul, Minnesota 55117

Legal Property Description:
Please see attached.

Services: The lien is claimed for the following labor, services, equipment or materials:

Labor and materials associated with mechanical installation.

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- I. I am acting at the instance of the **LIEN CLAIMANT**;
- II. The **LIEN CLAIMANT** hereby gives notice of intention to claim and hold a lien upon the land above-identified as the **PROPERTY**;
- III. The amount of the lien claimed is above-identified as the **AMOUNT OF CLAIM**, and is due and owing to the **LIEN CLAIMANT** for labor performed, or skill, material or machinery furnished to the land;
- IV. The **LIEN CLAIMANT** did or supplied the labor, skill, materials and/or machinery above-identified as the **SERVICES**;
- V. The **LIEN CLAIMANT** first furnished these **SERVICES** on the above-provided **FIRST DATE**, and last furnished said **SERVICES** on the above-provided **LAST DATE**;
- VI. The **SERVICES** were furnished as per a contract between the **LIEN CLAIMANT** and the above-identified **HIRING PARTY**;

IMPORTANT INFORMATION AND SIGNATURE ON FOLLOWING PAGE

VII. The name of the present owner of the **PROPERTY** according to the **LIEN CLAIMANT'S** best information and belief is above-identified as the **PROPERTY OWNER**;

VIII. The **LIEN CLAIMANT** acknowledges that a copy of this statement must be personally served or be served by certified mail on the owner or the authorized agent of the owner, and on the person who entered into the contract with the **LIEN CLAIMANT** within 120 days of last furnishing its **SERVICES**;

IX. Notice as required by Minnesota Statute Section 514.011(2), if any, was given.

Justin Gitelman

Northland Mechanical Contractors, Inc., signed by agent Justin Gitelman
Date: November 01, 2018

State of Louisiana

County/Parish of Orleans

Notary: Sworn to and subscribed before me,
Notary Public, on the below inscribed date.

Signed:

Justin Gitelman, being duly sworn, on oath says that he/she is authorized to sign this statement as the authorized and disclosed agent of the LIEN CLAIMANT identified within this statement, and that as said agent, he/she has been provided information regarding the facts in this statement and therefore have knowledge of the facts stated in this statement. This statement is made at the instance of said LIEN CLAIMANT and is true to my own knowledge, information and belief.

Nathan L. Budde

Notary
Date: November 01, 2018

Name of Claimant:
Northland Mechanical Contractors, Inc.

Signed:

Justin Gitelman

Claimant, by Authorized Agent
Print Name: Justin Gitelman
Date: November 01, 2018



Legal Description:

Certificate of Title

Certificate Number: **385390**

Document Number: **1150599**

Transfer From Certificate Number: **350510**

Originally registered the 1st day of September, 1971.

Book: **537** Page: **265**

Dist. Court No.: **11662**

State of Minnesota
County of Ramsey

} s.s.

REGISTRATION

This is to certify that

Shidler/West Finance Partners V Limited Partnership, a Delaware limited partnership, City of San Francisco, State of California is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota, to wit:

That part of Tract A, Registered Land Survey No. 353, lying westerly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract B, Registered Land Survey No. 353, lying westerly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract D, Registered Land Survey No. 353, lying northwesterly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
That part of Tract E, Registered Land Survey No. 353, lying northwesterly of the northerly extension of a line being 10.60 feet easterly of, as measured at right angles to, and parallel with the easterly line of Tract C, Registered Land Survey No. 353.
All of Tracts F and G, Registered Land Survey No. 353, lying northerly, northwesterly, and westerly of the following described line:
Commencing at the southwest corner of said Tract H; thence easterly along the south line of said Tract H a distance of 204.74 feet to the point of beginning; thence northerly deflecting to the left 90 degrees 45 minutes 15 seconds a distance of 45.00 feet; thence easterly parallel with said south line of Tract H to a line 30.00 feet northwesterly of and parallel with the tangent part of the southeasterly line of said Tract H; thence northeasterly along said parallel line to the southerly line of Tract C, Registered Land Survey No. 353; thence easterly along the southerly line of said Tract C to the southeast corner thereof; thence northerly along the easterly line of said Tract C to the northeast corner of said Tract C, the point of termination.

Subject to an easement for sewer purposes in favor of the City of Saint Paul as set forth in the instrument recorded in Book 34 of Plans, page 37, over a strip of land 24 feet in width across said Lots 24, 25 and 26 and said part of Maryland Street, vacated, the center line of which easement is described as beginning at a point on the North line of said lot 9, distant 20 feet West from the Northeast corner of said Lot 9; thence North, parallel to the Block 2, Westminster Addition, to the North line of Maryland Avenue as shown on said Westminster Addition; thence continuing North on said last described parallel line a distance of 16.16 feet; thence on a tangential curve to the left having a radius of 60 feet and a delta angle of 55 degrees, 54 minutes; thence Northwesterly on a tangent to said curve a distance of 739.75 feet; thence on a tangential curve to the left having a radius of 60 feet and a delta angle of 29 degrees, 10 minutes and there terminating. The location of which easement has been stipulated to in Torrens Case 11662. (Covers part of Tracts A, D, E, F, G and H.)

Subject to all the terms and conditions of Section 228 of Saint Paul Legislative Code as to Maryland Street as set forth in the instrument on Book 68 of Plans, page 11. (Covers part of Tracts D, E and F.)

Subject to the terms and conditions of Section 228 of the Saint Paul Legislative Code, and certain other terms and conditions as set forth in the instrument recorded in Book 93 of Plans, Page 18, as to Hyacinth Avenue. (Covers Tracts A, D and E of above property.)



Shindler/West Finance Partners V Limited Partnership
20 W 64th St Ste 37kl
New York, NY 10023

20181102-214

RETURN RECEIPT (ELECTRONIC)

9314 8100 1170 0977 3106 17



Mail Center
PO Box 9023
Temecula, CA 92589-9023

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Drafted by
Northland Mechanical Contractors, Inc.

SPACE ABOVE FOR RECORDER'S USE

Please Return To:
Northland Mechanical Contractors, Inc.
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105
Reference ID: 1880979

MECHANIC'S LIEN STATEMENT

Claimant

Northland Mechanical Contractors, Inc.
9001 Science Center Dr
Minneapolis, Minnesota 55428
(763) 252-5219

Property Owner (**Owner**)
SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Hiring Party: Name and Address of person or
entity to whom Claimant furnished labor, services,
equipment and/or materials:

SEARS HOLDINGS MANAGEMENT CORP
3333 BEVERLY ROAD, A2-374A
HOFFMAN ESTATES, Illinois 60179

Shidler/West Finance Partners V Lp C/O Henry J
Cohen
20 W 64th St, Ste 37kl
New York, NY 10023-7140

Shidler/West Finance Partners V Lp/
20 W 64th St #37kl
New York, NY 10023

Shindler/West Finance Partners V Limited
Partnership, a Delaware limited partnership, City
of San Francisco, State of California
20 W 64th St Ste 37kl
New York, New York 10023

Shindler/West Finance Partners V Limited
Partnership
20 W 64th St Ste 37kl
New York, New York 10023

Amount Due: Amount due after deducting all
just credits and offsets:

\$9,918.90

First Date Labor/Materials Furnished:
November 30, 2017

Last Date Labor/Materials Furnished:
September 12, 2018

Property Liened (**Property**)

State of Minnesota
County: Ramsey County

235 Maryland Ave E
Saint Paul, Minnesota 55117

Legal Property Description:
Please see attached.

Services: The lien is claimed for the following labor, services, equipment or materials:

Labor and materials associated with mechanical installation.

THE UNDERSIGNED HEREBY GIVES NOTICE TO THE PUBLIC AND STATES AS FOLLOWS:

I. I am acting at the instance of the **LIEN CLAIMANT**;

II. The **LIEN CLAIMANT** hereby gives notice of intention to claim and hold a lien upon the land above-identified as the **PROPERTY**;

III. The amount of the lien claimed is above-identified as the **AMOUNT OF CLAIM**, and is due and owing to the **LIEN CLAIMANT** for labor performed, or skill, material or machinery furnished to the land;

IV. The **LIEN CLAIMANT** did or supplied the labor, skill, materials and/or machinery above-identified as the **SERVICES**;

V. The **LIEN CLAIMANT** first furnished these **SERVICES** on the above-provided **FIRST DATE**, and last furnished said **SERVICES** on the above-provided **LAST DATE**;

VI. The **SERVICES** were furnished as per a contract between the **LIEN CLAIMANT** and the above-identified **HIRING PARTY**;

IMPORTANT INFORMATION AND SIGNATURE ON FOLLOWING PAGE

VII. The name of the present owner of the **PROPERTY** according to the **LIEN CLAIMANT'S** best information and belief is above-identified as the **PROPERTY OWNER**;

VIII. The **LIEN CLAIMANT** acknowledges that a copy of this statement must be personally served or be served by certified mail on the owner or the authorized agent of the owner, and on the person who entered into the contract with the **LIEN CLAIMANT** within 120 days of last furnishing its **SERVICES**;

IX. Notice as required by Minnesota Statute Section 514.011(2), if any, was given.

Justin Gitel
Northland Mechanical Contractors, Inc., signed by agent Justin Gitelman
Date: November 01, 2018

State of Louisiana

County/Parish of Orleans

Justin Gitelman, being duly sworn, on oath says that he/she is authorized to sign this statement as the authorized and disclosed agent of the LIEN CLAIMANT identified within this statement, and that as said agent, he/she has been provided information regarding the facts in this statement and therefore have knowledge of the facts stated in this statement. This statement is made at the instance of said LIEN CLAIMANT and is true to my own knowledge, information and belief.

Name of Claimant:
Northland Mechanical Contractors, Inc.

Signed:

Justin Gitel
Claimant, by Authorized Agent
Print Name: Justin Gitelman
Date: November 01, 2018

Notary: Sworn to and subscribed before me, Notary Public, on the below inscribed date.

Signed:

[Signature]
Notary
Date: November 01, 2018



Legal Description:

Certificate of Title

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